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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

LEYTH DAUOD, individually, and  
on behalf of all others similarly  
situated, } Case No. 2-24-cv-09737  
Plaintiff, } STIPULATION AND PROPOSED  
v. } PROTECTIVE ORDER  
ZURU, LLC a California limited  
liability corporation; and DOES 1 }  
through 10, inclusive, }

Defendant.

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1       1. PURPOSES AND LIMITATIONS

2       Discovery in this action is likely to involve production of confidential,  
3 proprietary or private information for which special protection from public  
4 disclosure and from use for any purpose other than pursuing this litigation may  
5 be warranted. Accordingly, the parties hereby stipulate to and petition the  
6 Court to enter the following Stipulated Protective Order. The parties  
7 acknowledge that this Order does not confer blanket protections on all  
8 disclosures or responses to discovery and that the protection it affords from  
9 public disclosure and use extends only to the limited information or items that  
10 are entitled to confidential treatment under the applicable legal principles.

11       2. GOOD CAUSE STATEMENT

12       This action is likely to involve trade secrets, customer and pricing lists  
13 and other valuable research, development, commercial, financial, technical  
14 and/or proprietary information for which special protection from public  
15 disclosure and from use for any purpose other than prosecution of this action is  
16 warranted. Such confidential and proprietary materials and information  
17 consist of, among other things, product formula for manufacturing the product  
18 at issue, confidential business or financial information, information regarding  
19 confidential business practices, or other confidential research, development, or  
20 commercial information (including information implicating privacy rights of  
21 third parties), information otherwise generally unavailable to the public, or  
22 which may be privileged or otherwise protected from disclosure under state or  
23 federal statutes, court rules, case decisions, or common law. Accordingly, to  
24 expedite the flow of information, to facilitate the prompt resolution of disputes  
25 over confidentiality of discovery materials, to adequately protect information  
26 the parties are entitled to keep confidential, to ensure that the parties are  
27 permitted reasonable necessary uses of such material in preparation for and in

1 the conduct of trial, to address their handling at the end of the litigation, and  
2 serve the ends of justice, a protective order for such information is justified in  
3 this matter. It is the intent of the parties that information will not be designated  
4 as confidential for tactical reasons and that nothing be so designated without a  
5 good faith belief that it has been maintained in a confidential, non-public  
6 manner, and there is good cause why it should not be part of the public record  
7 of this case.

8       3.     ACKNOWLEDGMENT OF UNDER SEAL FILING  
9                   PROCEDURE

10     The parties further acknowledge, as set forth in Section 14.3, below, that  
11 this Stipulated Protective Order does not entitle them to file confidential  
12 information under seal; Local Civil Rule 79-5 sets forth the procedures that  
13 must be followed and the standards that will be applied when a party seeks  
14 permission from the court to file material under seal. There is a strong  
15 presumption that the public has a right of access to judicial proceedings and  
16 records in civil cases. In connection with non-dispositive motions, good cause  
17 must be shown to support a filing under seal. See Kamakana v. City and  
18 County of Honolulu, 447 F.3d 1172, 1176 (9th Cir. 2006), Phillips v. Gen.  
19 Motors Corp., 307 F.3d 1206, 1210-11 (9th Cir. 2002), Makar-Welbon v. Sony  
20 Electrics, Inc., 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated  
21 protective orders require good cause showing), and a specific showing of good  
22 cause or compelling reasons with proper evidentiary support and legal  
23 justification, must be made with respect to Protected Material that a party  
24 seeks to file under seal. The parties' mere designation of Disclosure or  
25 Discovery Material as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL-  
26 ATTORNEY'S EYES ONLY" does not— without the submission of  
27 competent evidence by declaration, establishing that the material sought to be

1 filed under seal qualifies as confidential, privileged, or otherwise protectable—  
2 constitute good cause.

3 Further, if a party requests sealing related to a dispositive motion or trial,  
4 then compelling reasons, not only good cause, for the sealing must be shown,  
5 and the relief sought shall be narrowly tailored to serve the specific interest to  
6 be protected. See Pintos v. Pacific Creditors Ass'n, 605 F.3d 665, 677-79 (9th  
7 Cir. 2010). For each item or type of information, document, or thing sought to  
8 be filed or introduced under seal, the party seeking protection must articulate  
9 compelling reasons, supported by specific facts and legal justification, for the  
10 requested sealing order. Again, competent evidence supporting the application  
11 to file documents under seal must be provided by declaration.

12 Any document that is not confidential, privileged, or otherwise  
13 protectable in its entirety will not be filed under seal if the confidential portions  
14 can be redacted. If documents can be redacted, then a redacted version for  
15 public viewing, omitting only the confidential, privileged, or otherwise  
16 protectable portions of the document, shall be filed. Any application that seeks  
17 to file documents under seal in their entirety should include an explanation of  
18 why redaction is not feasible.

20       4. DEFINITIONS

21       4.1 Action: this pending federal lawsuit.

22       4.2 Challenging Party: a Party or Non-Party that challenges the  
23 designation of information or items under this Order.

24       4.3 “CONFIDENTIAL” Information or Items: information  
25 (regardless of how it is generated, stored or maintained) or tangible things that  
26 qualify for protection under Federal Rule of Civil Procedure 26(c), and as  
27 specified above in the Good Cause Statement. Such information may consist  
28 of, without limitation, (1) testimony given in this Action by any Party (as

1 defined below) or by any third party (whether oral, in writing, or via  
2 videotape); (2) documents produced in this action by any party or by  
3 any third party; (3) written discovery responses given by any Party; (4) any  
4 documents or pleadings filed with the Court which attach, contain or disclose  
5 any such “CONFIDENTIAL” Information; and (5) the information contained  
6 within such documents, testimony or discovery responses so properly  
7 designated.

8       4.4 “HIGHLY CONFIDENTIAL-ATTORNEY’S EYES ONLY”  
9 Information or Items: that the Designating Party believes, in good faith,  
10 contain information the disclosure of which is likely to cause substantial harm  
11 to the competitive position of the Designating Party, contain information  
12 subject to the right of privacy of any person, or contain information alleged to  
13 be a trade secret.

14       4.5 Counsel: Outside Counsel of Record and House Counsel (as well  
15 as their support staff).

16       4.6 Designating Party: a Party or Non-Party that designates  
17 information or items that it produces in disclosures or in responses to discovery  
18 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-ATTORNEY’S  
19 EYES ONLY.”

20       4.7 Disclosure or Discovery Material: all items or information,  
21 regardless of the medium or manner in which it is generated, stored, or  
22 maintained (including, among other things, testimony, transcripts, and tangible  
23 things), that are produced or generated in disclosures or responses to discovery.

24       4.8 Expert: a person with specialized knowledge or experience in a  
25 matter pertinent to the litigation who has been retained by a Party or its  
26 counsel to serve as an expert witness or as a consultant in this Action.

27       4.9 House Counsel: attorneys who are employees of a party to this

1 Action. House Counsel does not include Outside Counsel of Record or any  
2 other outside counsel.

3 4.10 Non-Party: any natural person, partnership, corporation,  
4 association or other legal entity not named as a Party to this action.

5 4.11 Outside Counsel of Record: attorneys who are not employees of a  
6 party to this Action but are retained to represent a party to this Action and  
7 have appeared in this Action on behalf of that party or are affiliated with a law  
8 firm that has appeared on behalf of that party, and includes support staff.

9 4.12 Party: any party to this Action, including all of its officers,  
10 directors, employees, consultants, retained experts, and Outside Counsel of  
11 Record (and their support staffs).

12 4.13 Producing Party: a Party or Non-Party that produces Disclosure or  
13 Discovery Material in this Action.

14 4.14 Professional Vendors: persons or entities that provide litigation  
15 support services (e.g., photocopying, videotaping, translating, preparing  
16 exhibits or demonstrations, and organizing, storing, or retrieving data in any  
17 form or medium) and their employees and subcontractors.

18 4.15 Protected Material: any Disclosure or Discovery Material that is  
19 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-  
20 ATTORNEY’S EYES ONLY.”

21 4.16 Receiving Party: a Party that receives Disclosure or Discovery  
22 Material from a Producing Party.

1       5.     SCOPE

2           The protections conferred by this Stipulation and Order cover not only  
3 Protected Material (as defined above), but also (1) any information copied or  
4 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
5 compilations of Protected Material; and (3) any testimony, conversations, or  
6 presentations by Parties or their Counsel that might reveal Protected Material.

7           Any use of Protected Material at trial shall be governed by the orders of  
8 the trial judge and other applicable authorities. This Order does not govern the  
9 use of Protected Material at trial.

10       6.     DURATION

11           Once a case proceeds to trial, information that was designated as  
12 CONFIDENTIAL or HIGHLY CONFIDENTIAL-ATTORNEY'S EYES  
13 ONLY or maintained pursuant to this protective order used or introduced as  
14 an exhibit at trial becomes public and will be presumptively available to all  
15 members of the public, including the press, unless compelling reasons  
16 supported by specific factual findings to proceed otherwise are made to the trial  
17 judge in advance of the trial. See Kamakana, 447 F.3d at 1180-81  
18 (distinguishing “good cause” showing for sealing documents produced in  
19 discovery from “compelling reasons” standard when merits-related documents  
20 are part of court record). Accordingly, the terms of this protective order do not  
21 extend beyond the commencement of the trial.

22       7.     DESIGNATING PROTECTED MATERIAL

23       7.1    Exercise of Restraint and Care in Designating Material for  
24           Protection. Each Party or Non-Party that designates information  
25 or items for protection under this Order must take care to limit any such  
26 designation to specific material that qualifies under the appropriate standards.  
27 The Designating Party must designate for protection only those parts of

1 material, documents, items or oral or written communications that qualify so  
2 that other portions of the material, documents, items or communications for  
3 which protection is not warranted are not swept unjustifiably within the ambit  
4 of this Order.

5 Mass, indiscriminate or routinized designations are prohibited.  
6 Designations that are shown to be clearly unjustified or that have been made  
7 for an improper purpose (e.g., to unnecessarily encumber the case development  
8 process or to impose unnecessary expenses and burdens on other parties) may  
9 expose the Designating Party to sanctions.

10 If it comes to a Designating Party's attention that information or items  
11 that it designated for protection do not qualify for protection, that Designating  
12 Party must promptly notify all other Parties that it is withdrawing the  
13 inapplicable designation.

14 **7.2 Manner and Timing of Designations.** Except as otherwise  
15 provided in this Order, or as otherwise stipulated or ordered, Disclosure of  
16 Discovery Material that qualifies for protection under this Order must be  
17 clearly so designated before the material is disclosed or produced.

18 Designation in conformity with this Order requires:

19 (a) for information in documentary form (e.g., paper or electronic  
20 documents, but excluding transcripts of depositions or other pretrial or trial  
21 proceedings), that the Producing Party affix at a minimum, the legend  
22 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-ATTORNEY’S EYES  
23 ONLY” to each page that contains protected material. If only a portion of the  
24 material on a page qualifies for protection, the Producing Party also must  
25 clearly identify the protected portion(s) (e.g., by making appropriate markings  
26 in the margins).

27 A Party or Non-Party that makes original documents available for

1 inspection need not designate them for protection until after the inspecting  
2 Party has indicated which documents it would like copied and produced.  
3 During the inspection and before the designation, all of the material made  
4 available for inspection shall be deemed “CONFIDENTIAL” or “HIGHLY  
5 CONFIDENTIAL-ATTORNEY’S EYES ONLY.” After the inspecting Party  
6 has identified the documents it wants copied and produced, the Producing  
7 Party must determine which documents, or portions thereof, qualify for  
8 protection under this Order. Then, before producing the specified documents,  
9 the Producing Party must affix the “CONFIDENTIAL” or “HIGHLY  
10 CONFIDENTIAL-ATTORNEY’S EYES ONLY” legend to each page that  
11 contains Protected Material. If only a portion of the material on a page  
12 qualifies for protection, the Producing Party also must clearly identify the  
13 protected portion(s) (e.g., by making appropriate markings in the margins).

14 (b) for testimony given in depositions that the Designating Party  
15 identifies the Disclosure or Discovery Material on the record, before the close  
16 of the deposition all protected testimony.

17 (c) for information produced in some form other than  
18 documentary and for any other tangible items, that the Producing Party affix  
19 in a prominent place on the exterior of the container or containers in which the  
20 information is stored the legend “CONFIDENTIAL” or “HIGHLY  
21 CONFIDENTIAL-ATTORNEY’S EYES ONLY.” If only a portion or  
22 portions of the information warrants protection, the Producing Party, to the  
23 extent practicable, shall identify the protected portion(s).

24 7.3 Inadvertent Failures to Designate. If timely corrected, an  
25 inadvertent failure to designate qualified information or items does not,  
26 standing alone, waive the Designating Party’s right to secure protection under  
27 this Order for such material. Upon timely correction of a designation, the

1 Receiving Party must make reasonable efforts to assure that the material is  
2 treated in accordance with the provisions of this Order.

3       8. CHALLENGING CONFIDENTIALITY DESIGNATIONS

4       8.1. Timing of Challenges. Any Party or Non-Party may challenge a  
5 designation of confidentiality at any time that is consistent with any  
6 Scheduling Order issued by the Court.

7       8.2 Meet and Confer. The Challenging Party shall initiate the dispute  
8 resolution process under Local Rule 37-1 et seq.

9       8.3 Joint Stipulation. Any challenge submitted to the Court shall be via a  
10 joint stipulation pursuant to Local Rule 37-2.

11       8.4 The burden of persuasion in any such challenge proceeding shall be  
12 on the Designating Party. Frivolous challenges, and those made for an  
13 improper purpose (e.g., to harass or impose unnecessary expenses and burdens  
14 on other parties) may expose the Challenging Party to sanctions. Unless the  
15 Designating Party has waived or withdrawn the confidentiality designation, all  
16 parties shall continue to afford the material in question the level of protection  
17 to which it is entitled under the Producing Party's designation until the Court  
18 rules on the challenge.

20       9. ACCESS TO AND USE OF PROTECTED MATERIAL

21       9.1 Basic Principles. A Receiving Party may use Protected Material that  
22 is disclosed or produced by another Party or by a Non-Party in connection  
23 with this Action only for prosecuting, defending or attempting to settle this  
24 Action. Such Protected Material may be disclosed only to the categories of  
25 persons and under the conditions described in this Order. When the Action has  
26 been terminated, a Receiving Party must comply with the provisions of section  
27 15 below (FINAL DISPOSITION).

1 Protected Material must be stored and maintained by a Receiving Party  
2 at a location and in a secure manner that ensures that access is limited to the  
3 persons authorized under this Order.

4 **9.2 Disclosure of “CONFIDENTIAL” Information or Items.** Unless  
5 otherwise ordered by the court or permitted in writing by the Designating  
6 Party, a Receiving Party may disclose any information or item designated  
7 “CONFIDENTIAL” only to:

8 (a) the Receiving Party’s Outside Counsel of Record in this  
9 Action, as well as employees of said Outside Counsel of Record to whom it is  
10 reasonably necessary to disclose the information for this Action;

11 (b) the officers, directors, and employees (including House  
12 Counsel) of the Receiving Party to whom disclosure is reasonably necessary  
13 for this Action;

14 (c) Experts (as defined in this Order) of the Receiving Party to  
15 whom disclosure is reasonably necessary for this Action and who have signed  
16 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

17 (d) the court and its personnel;

18 (e) court reporters and their staff;

19 (f) professional jury or trial consultants, mock jurors, and  
20 Professional Vendors to whom disclosure is reasonably necessary for this  
21 Action and who have signed the “Acknowledgment and Agreement to Be  
22 Bound” (Exhibit A);

23 (g) the author or recipient of a document containing the  
24 information or a custodian or other person who otherwise possessed or knew  
25 the information;

26 (h) during their depositions, witnesses, and attorneys for witnesses,  
27 in the Action to whom disclosure is reasonably necessary provided they will

1 not be permitted to keep any confidential information unless they sign the  
2 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
3 agreed by the Designating Party or ordered by the court. Pages of transcribed  
4 deposition testimony or exhibits to depositions that reveal Protected Material  
5 may be separately bound by the court reporter and may not be disclosed to  
6 anyone except as permitted under this Stipulated Protective Order; and

7 (i) any mediators or settlement officers and their supporting  
8 personnel, mutually agreed upon by any of the parties engaged in settlement  
9 discussions.

10 9.3 Disclosure of “HIGHLY CONFIDENTIAL-ATTORNEY’S  
11 EYES ONLY” Information or Items. Unless otherwise ordered by the court  
12 or permitted in writing by the Designating Party, a Receiving Party may  
13 disclose Protected Material designated “HIGHLY CONFIDENTIAL-  
14 ATTORNEY’S EYES ONLY” only to the following persons:

15 (a) the Receiving Party’s Outside Counsel in this action and House  
16 Counsel;

17 (b) Experts (as defined in this Order) of the Receiving Party to  
18 whom disclosure is reasonably necessary for this Action and who have signed  
19 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

20 (c) the court and its personnel;

21 (d) court reporters and videographers and their staff;

22 (e) professional jury or trial consultants, mock jurors, and  
23 Professional Vendors to whom disclosure is reasonably necessary for this  
24 Action and who have signed the “Acknowledgment and Agreement to Be  
25 Bound” (Exhibit A);

1 (f) the author or recipient of a document containing the  
2 information or a custodian or other person who otherwise possessed or knew  
3 the information; and

4 (g) any mediator or settlement officer, and their supporting  
5 personnel, mutually agreed upon by any of the parties engaged in settlement  
6 discussions.

7 **10. PROTECTED MATERIAL SUBPOENAED OR**  
8 **ORDERED PRODUCED IN OTHER LITIGATION**

9  
10 If a Party is served with a subpoena or a court order issued in other  
11 litigation that compels disclosure of any information or items designated as  
12 Protected Material, that Party must:

13 (a) promptly notify in writing the Designating Party. Such  
14 notification shall include a copy of the subpoena or court order;

15 (b) promptly notify in writing the party who caused the subpoena  
16 or order to issue in the other litigation that some or all of the material covered  
17 by the subpoena or order is subject to this Protective Order. Such notification  
18 shall include a copy of this Stipulated Protective Order; and

19 (c) cooperate with respect to all reasonable procedures sought to be  
20 pursued by the Designating Party whose Protected Material may be affected. If  
21 the Designating Party timely seeks a protective order, the Party served with the  
22 subpoena or court order shall not produce any Protected Material before a  
23 determination by the court from which the subpoena or order issued, unless  
24 the Party has obtained the Designating Party's permission. The Designating  
25 Party shall bear the burden and expense of seeking protection in that court of  
26 its confidential material and nothing in these provisions should be construed as  
27

1 authorizing or encouraging a Receiving Party in this Action to disobey a  
2 lawful directive from another court.

3       11. **A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO**  
4       **BE PRODUCED IN THIS LITIGATION**

5               (a) The terms of this Order are applicable to information produced  
6 by a Non-Party in this Action and designated as "CONFIDENTIAL" or  
7 "HIGHLY CONFIDENTIAL-ATTORNEY'S EYES ONLY." Such  
8 information produced by Non-Parties in connection with this litigation is  
9 protected by the remedies and relief provided by this Order. Nothing in these  
10 provisions should be construed as prohibiting a Non-Party from seeking  
11 additional protections.

12               (b) In the event that a Party is required, by a valid discovery  
13 request, to produce a Non-Party's confidential information in its possession,  
14 and the Party is subject to an agreement with the Non-Party not to produce the  
15 Non-Party's confidential information, then the Party shall:

16                       (1) promptly notify in writing the Requesting Party and the Non-  
17 Party that some or all of the information requested is subject to a  
18 confidentiality agreement with a Non-Party;

19                       (2) promptly provide the Non-Party with a copy of the Stipulated  
20 Protective Order in this Action, the relevant discovery request(s), and a  
21 reasonably specific description of the information requested; and

22                       (3) make the information requested available for inspection by the  
23 Non-Party, if requested.

24               (c) If the Non-Party fails to seek a protective order from this court  
25 within 14 days of receiving the notice and accompanying information, the  
26 Receiving Party may produce the Non-Party's confidential information

1 responsive to the discovery request. If the Non-Party timely seeks a protective  
2 order, the Receiving Party shall not produce any information in its possession  
3 or control that is subject to the confidentiality agreement with the Non-Party  
4 before a determination by the court. Absent a court order to the contrary, the  
5 Non-Party shall bear the burden and expense of seeking protection in this court  
6 of its Protected Material.

7 12. UNAUTHORIZED DISCLOSURE OF PROTECTED  
8 MATERIAL

9 If a Receiving Party learns that, by inadvertence or otherwise, it has  
10 disclosed Protected Material to any person or in any circumstance not  
11 authorized under this Stipulated Protective Order, the Receiving Party must  
12 immediately (a) notify in writing the Designating Party of the unauthorized  
13 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the  
14 Protected Material, (c) inform the person or persons to whom unauthorized  
15 disclosures were made of all the terms of this Order, and (d) request such  
16 person or persons to execute the "Acknowledgment an Agreement to Be  
17 Bound" attached hereto as Exhibit A.

18 13. INADVERTENT PRODUCTION OF PRIVILEGED OR  
19 OTHERWISE PROTECTED MATERIAL

20 When a Producing Party gives notice to Receiving Parties that certain  
21 inadvertently produced material is subject to a claim of privilege or other  
22 protection, the obligations of the Receiving Parties are those set forth in  
23 Federal Rule of Civil\ Procedure 26(b)(5)(B). This provision is not intended to  
24 modify whatever procedure may be established in an e-discovery order that  
25 provides for production without prior privilege review. Pursuant to Federal  
26 Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on  
27 the effect of disclosure of a communication or information covered by the  
28

1 attorney-client privilege or work product protection, the parties may  
2 incorporate their agreement in the stipulated protective order submitted to the  
3 court.

4       14. MISCELLANEOUS

5       14.1 Right to Further Relief. Nothing in this Order abridges the right of  
6 any person to seek its modification by the Court in the future.

7       14.2 Right to Assert Other Objections. By stipulating to the entry of this  
8 Protective Order, no Party waives any right it otherwise would have to object  
9 to disclosing or producing any information or item on any ground not  
10 addressed in this Stipulated Protective Order. Similarly, no Party waives any  
11 right to object on any ground to use in evidence of any of the material covered  
12 by this Protective Order.

13       14.3 Filing Protected Material. A Party that seeks to file under seal any  
14 Protected Material must comply with Local Civil Rule 79-5. Protected  
15 Material may only be filed under seal pursuant to a court order authorizing the  
16 sealing of the specific Protected Material. If a Party's request to file Protected  
17 Material under seal is denied by the court, then the Receiving Party may file  
18 the information in the public record unless otherwise instructed by the court.

20       15. FINAL DISPOSITION

21       After the final disposition of this Action, as defined in paragraph 6,  
22 within 60 days of a written request by the Designating Party, each Receiving  
23 Party must return all Protected Material to the Producing Party or destroy such  
24 material. As used in this subdivision, "all Protected Material" includes all  
25 copies, abstracts, compilations, summaries, and any other format reproducing  
26 or capturing any of the Protected Material. Whether the Protected Material is  
27 returned or destroyed, the Receiving Party must submit a written certification  
28 to the Producing Party (and, if not the same person or entity, to the

1 Designating Party) by the 60-day deadline that (1) identifies (by category,  
2 where appropriate) all the Protected Material that was returned or destroyed  
3 and (2) affirms that the Receiving Party has not retained any copies, abstracts,  
4 compilations, summaries or any other format reproducing or capturing any of  
5 the Protected Material. Notwithstanding this provision, Counsel are entitled to  
6 retain an archival copy of all pleadings, motion papers, trial, deposition, and  
7 hearing transcripts, legal memoranda, correspondence, deposition and trial  
8 exhibits, expert reports, attorney work product, and consultant and expert  
9 work product, even if such materials contain Protected Material. Any such  
10 archival copies that contain or constitute Protected Material remain subject to  
11 this Protective Order as set forth in Section 6 (DURATION).

12       ///

13       ///

14       ///

15       ///

16. VIOLATION

2 Any violation of this Order may be punished by appropriate measures  
3 including, without limitation, contempt proceedings and/or monetary  
4 sanctions.

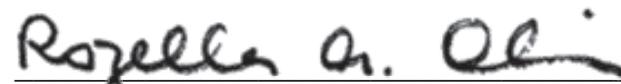
5 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

6  
7  
8 DATED: 2/3/25 //S// Paul Stevens  
9 Attorneys for Plaintiff

10  
11 DATED: 2/3/25 //S// Micah Chavin  
12 Attorneys for Defendant

13  
14 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

15  
16 DATED: 2/4/2025

17  
18   
19 The Honorable Rozella A. Oliver  
20 United States Magistrate Judge

## EXHIBIT A

## ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of *Leyth Dauod v. Zuru, LLC*, Case No. 2:24-cv-09737 (C.D. Cal.). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order. I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint \_\_\_\_\_ [print or type full name] of \_\_\_\_\_ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: